

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO
LAS CRUCES DIVISION**

JUAN CARLOS LEON-HERRERA,

Plaintiff,

v.

BAR-S FOODS CO d/b/a SIGMA FOODS
and JORGE ZUNIGA ISAIS d/b/a RVJ
TRANSPORT,

Defendants.

**SYGMA NETWORK, INC.'S ANSWER TO
PLAINTIFF'S FIRST AMENDED COMPLAINT**

Sygma Network, Inc. (hereinafter "Sygma"), by and through its attorneys, Holland & Hart LLP (Judd C. West), answers Plaintiff's First Amended Complaint (hereinafter "Complaint") as follows:

ANSWER

1 In answer to the allegations contained in paragraph 1.1 of the Complaint, Sygma states that it does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

2. In answer to the allegations contained in paragraph 1.2 of the Complaint, Sygma states that it does not have sufficient information or knowledge to either admit or deny the allegations and therefore denies the same.

3. Sygma admits the allegations contained in paragraph 1.3 of the Complaint.

4. In answer to the allegations contained in paragraph 1.4 of the Complaint, Sygma states that it does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

5. In answer to the allegations contained in paragraph 1.5 of the Complaint, Sygma states that it does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

Subject Matter, Personal Jurisdiction, and Venue

6. In answer to the allegations contained in paragraph 2.1 of the Complaint, Sygma states that it does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

7. In answer to the allegations contained in paragraph 2.2 of the Complaint, Sygma states that it does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

Factual Background

8. In answer to the allegations contained in paragraph 3.1 of the Complaint, Sygma states that it does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

9. In answer to the allegations contained in paragraph 3.2 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

10. Sygma denies the allegations contained in paragraph 3.3 of the Complaint.

11. In answer to the allegations contained in paragraph 3.4 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

12. In answer to the allegations contained in paragraph 3.5 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

13. In answer to the allegations contained in paragraph 3.6 of the Complaint, Sygma states that it does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

14. In answer to the allegations contained in paragraph 3.7 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

15. Sygma denies the allegations contained in paragraph 3.8 of the Complaint.

16. Sygma denies the allegations contained in paragraph 3.9 of the Complaint.

17. Sygma denies the allegations contained in paragraph 3.10 of the Complaint.

18. Sygma denies the allegations contained in paragraph 3.11 of the Complaint.

19. In answer to the allegations contained in paragraph 3.12 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

20. Sygma denies the allegations contained in paragraph 3.13 of the Complaint.

21. Sygma denies the allegations contained in paragraph 3.14 of the Complaint.

22. In answer to the allegations contained in paragraph 3.15 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this

defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

Causes of Action

Count I: Negligence Claims Against Zuniga

23. In answer to the allegations contained in paragraph 4.1 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

24. In answer to the allegations contained in paragraph 4.2 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

25. In answer to the allegations contained in paragraph 4.3 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

26. In answer to the allegations contained in paragraph 4.4 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

27. In answer to the allegations contained in paragraph 4.5 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this

defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

28. In answer to the allegations contained in paragraph 4.6 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

Count II: Joint Enterprise/Single Business Enterprise/Joint Venture Claims Against Defendants

29. In answer to the allegations contained in paragraph 4.7 of the Complaint, Sygma incorporates paragraphs 1 through 28 of this Answer by reference as though fully set forth herein.

30. Sygma denies the allegations contained in paragraph 4.8 of the Complaint.

31. In answer to the allegations contained in paragraph 4.9 of the Complaint, Sygma states that the allegations are directed at other parties for which no answer is required of this defendant, and Sygma does not have sufficient information or knowledge to admit or deny the allegations and therefore denies the same.

32. Sygma denies the allegations contained in paragraph 4.10 of the Complaint.

33. In answer to the allegations contained in paragraph 4.11 of the Complaint, Sygma states the allegations are legal conclusions, not factual, for which no answer is required of this defendant. Sygma denies any inference that it may be liable under a joint enterprise theory.

34. In answer to the allegations contained in paragraph 4.12 of the Complaint, Sygma states the allegations are legal conclusions, not factual, for which no answer is required. Sygma denies any inference that it may be liable under a joint enterprise theory.

35. Sygma denies the allegations contained in paragraph 4.13 of the Complaint.

36. Sygma denies the allegations contained in paragraph 4.14 of the Complaint.

37. Sygma denies the allegations contained in paragraph 4.15 of the Complaint.

Count III: Negligence Claims Against Sygma, Cal Fresco, and Custom Pro

38. In answer to the allegations contained in paragraph 4.16 of the Complaint, Sygma incorporates paragraphs 1 through 37 of this Answer by reference as though fully set forth herein.

39. Sygma denies the allegations contained in paragraph 4.17 of the Complaint.

40. Sygma denies the allegations contained in paragraph 4.18 of the Complaint.

41. Sygma denies the allegations contained in paragraph 4.19 of the Complaint.

42. Sygma denies the allegations contained in paragraph 4.20 of the Complaint.

43. Sygma denies the allegations contained in paragraph 4.21 of the Complaint.

44. Sygma denies the allegations contained in paragraph 4.22 of the Complaint.

Damages

45. Sygma denies the allegations contained in paragraph 5.1 of the Complaint.

Punitive Damages

46. In answer to the allegations contained in paragraph 6.1 of the Complaint, Sygma incorporates paragraphs 1 through 45 of this Answer by reference as though fully set forth herein.

47. Sygma denies the allegations contained in paragraph 6.2 of the Complaint.

48. Sygma denies the allegations contained in paragraph 6.3 of the Complaint.

Interest

49. In answer to the allegations contained in paragraph 7.1 of the Complaint, Sygma states the allegations are legal conclusions or prayers for relief for which no answer is required. Sygma denies any inference that it may be liable for pre or post judgment interest.

Plaintiff's Designated Electronic Service Address

50. In answer to the allegations contained in paragraph 8.1 of the Complaint, Sygma states that it will follow the Federal Rules of Civil Procedure and the Court's orders regarding service of pleadings, motions, and other papers.

FIRST AFFIRMATIVE DEFENSE

As an independent, alternative, and affirmative defense, Sygma states the Complaint fails to state claims upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

As an independent, alternative, and affirmative defense, Sygma states the alleged negligence and/or fault of other parties/persons, if any, are independent, intervening events for which Sygma cannot be held liable.

THIRD AFFIRMATIVE DEFENSE

As an independent, alternative, and affirmative defense, Sygma states that any negligence, which is expressly denied, must be compared with negligence and/or fault of other parties and persons, in accordance with New Mexico's pure comparative fault doctrine, and any damages should be apportioned and reduced by the percentages of fault allocated to other parties or persons.

FOURTH AFFIRMATIVE DEFENSE

As an independent, alternative, and affirmative defense, Plaintiff's prayer for punitive damages is barred by the 5th and 14th Amendments to the United States Constitution and Article I, § 10 and Article II, §§ 13 and 19, of the New Mexico State Constitution as an award of punitive damages would constitute a denial of equal protection, a denial of due process, and/or the imposition of an excessive fine.

FIFTH AFFIRMATIVE DEFENSE

As an independent, alternative, and affirmative defense, Sygma states that Plaintiff's damages claims must be reduced to the extent he failed to mitigate his damages in this matter.

SIXTH AFFIRMATIVE DEFENSE

As an independent, alternative, and affirmative defense, Sygma states that Plaintiff's claims are barred under the equitable doctrines of unclean hands, estoppel, and laches.

SEVENTH AFFIRMATIVE DEFENSE

Sygma does not know which, if any, additional affirmative defenses may apply. Sygma does not intentionally waive any affirmative defenses and reserves the right to assert any additional affirmative defenses of which it may learn through discovery.

WHEREFORE Sygma Network, Inc. having fully answered Plaintiff's First Amended Complaint, respectfully requests that the Court dismiss the complaint with prejudice and award such additional relief as the Court deems just and proper.

Dated: October 1, 2024.

Respectfully submitted,

HOLLAND & HART LLP

By: /s/ Judd C. West
Judd C. West
Julia Broggi
110 North Guadalupe, Suite 1
Santa Fe, New Mexico 87501
Tel: (505) 988-4421
jcw@hollandhart.com
jbroggi@hollandhart.com

Attorneys for Sygma Network, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on October 1, 2024, the foregoing document was filed electronically through the Court's CM/ECF system, which caused all parties or counsel to be served by electronic means as more reflect in the Notice of Electronic Filing.

/s/ Judd C. West
Judd C. West